

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 10
ADDRESS OF PREMISES 875 NORTH RANDOLPH STREET ARLINGTON, VA 22203	TO LEASE NO. GS-11B-12564 PDN Number:

THIS AMENDMENT is made and entered into between: **BALLSTON INVESTOR GROUP I, LLC,**

whose address is: c/o Carr Properties
 1615 L Street, NW Suite 650
 Washington, DC 20036

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect the Government's exercise of the 10 year renewal option set forth in paragraph B of Lease Amendment 9, effective upon execution by the Government, as follows:

- A. Premises:** The Government currently leases from Lessor approximately **313,595 rentable square feet (RSF)**, yielding **273,863 ANSI/BOMA Office Area (ABOA)** of office and related space located on the 1st thru 13th floors of 875 North Randolph Street, Arlington, Virginia (the "Building").
- B. Renewal Terms:** This Lease is hereby renewed as of October 1, 2017 for a period of 10 YEARS FIRM commencing on October 1, 2017, through September 30, 2027, at the following rental rate(s):

This Lease Amendment contains **(2)** pages.

All other terms and conditions of the Lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

BALLSTON INVESTOR GROUP I, LLC,
 a Virginia limited liability company

By: **BIG I Managing Member LLC,**
 a Delaware limited liability company,
 its managing member

By: **Carr Properties OC LLC,**
 a Delaware limited liability company,
 its Sole Manager

Signature:

Name:

Title:

Entity Name:

Date:

(b) (6)
 Daniel P. Dooley
 Chief Operating Officer
 Carr Properties OC LLC
 11/16/17

FOR THE GOVERNMENT:

Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

(b) (6)
 LISA RICHMOND
 Lease Contracting Officer
 11/28/17

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

(b) (6)
 Glen M. Holsinger
 Director, Asset Management
 11/16/17

	Renewal Term, Years 1 - 10	
	Annual Rent	Annual Rate/RSF
Shell Rental Rate	(b)(4)	
Operating Costs*	(b) (4)	
Total Annual Rate**	\$11,216,218.22	\$35.77

* Operating Cost Base from Section 1.11 of the Lease plus all accrued and accumulated CPI adjustments to the original base amount through the lease year ending 9/30/17. The operating cost base shall continue to accrue and accumulate uninterrupted and shall be adjusted again for the first year of the renewal term on 10/1/17 and all subsequent years of the renewal term.

** Total Annual Rate stated herein does NOT include: (1) the 10/1/17 CPI adjustment to the operating costs, (2) real estate tax reimbursements above the original Real Estate Tax Base defined in Section 1.10 of the Lease which shall remain unchanged and (3) parking costs pursuant to Section 1.02(A) of the Lease.

- C. **Condition of Premises:** The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing," and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease.
- D. **No Broker:** The Government hereby represents and warrants that it has not entered into any agreement with, or otherwise had any dealing with, any broker, agent or finder, in connection with the negotiation or execution of this Lease Amendment, which would form the basis of any claim by any such broker, agent or finder for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature.

INITIALS: DPD
LESSOR

&

HL
GOVT